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UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA

VERONICA GONZALEZ and JUAN  
 LUIS DURAN,

Plaintiffs,

v.

CITY OF TUSTIN, DOES 1-10,  
 inclusive,

Defendants.

CASE NO.: 8:23-cv-01274-FWS  
 (ADSx)

BEFORE THE HONORABLE  
 FRED W. SLAUGHTER

**DISCOVERY MATTER**

**STIPULATED PROTECTIVE  
 ORDER**

**HEARING DATES PENDING:**

**Pre-Trial Conference**

DATE: September 5, 2024  
 TIME: 08:30 a.m.  
 COURTROOM: 10CD

**I. PURPOSES AND LIMITATIONS**

A. Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited

1 information or items that are entitled to confidential treatment under the applicable  
2 legal principles. The parties further acknowledge, as set forth in Section XIII(C),  
3 below, that this Stipulated Protective Order does not entitle them to file confidential  
4 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be  
5 followed and the standards that will be applied when a party seeks permission from  
6 the Court to file material under seal.  
7

## 8 **II. GOOD CAUSE STATEMENT**

9 This case arises from the Tustin Police Department's response to multiple  
10 calls regarding a domestic violence incident involving the son of Plaintiff Juan  
11 Luis Duran. The relevant police investigation files likely contain significant  
12 confidential information related to the suspect and witnesses, and other sensitive  
13 investigatory information. The materials also likely include law enforcement  
14 records including information implicating privacy rights of third parties,  
15 information otherwise generally unavailable to the public or which may be  
16 privileged or otherwise protected from disclosure under state or federal statutes,  
17 court rules, case decisions or common law.

18 Accordingly, to expedite the flow of information, to facilitate the prompt  
19 resolution of disputes over confidentiality of discovery materials, to adequately  
20 protect information the parties are entitled to keep confidential, to ensure that the  
21 parties are permitted reasonable necessary uses of such material in preparation  
22 for and in the conduct of trial, to address their handling at the end of the litigation,  
23 and serve the ends of justice, a protective order for such information is justified  
24 in this matter. It is the intent of the parties that information will not be designated  
25 as confidential for tactical reasons and that nothing be so designated without a  
26 good faith belief that it has been maintained in a confidential, non-public manner,  
27 and there is good cause why it should not be part of the public record of this case.

## 28 **III. DEFINITIONS**

A. Action: *Veronica Gonzalez et al. v. City of Tustin et. al.*, Case No. 8:23-cv-

1 01274FWS(ADSX)

2 B. Challenging Party: A Party or Non-Party that challenges the designation  
3 of information or items under this Order.

4 C. “CONFIDENTIAL” Information or Items: Information (regardless of how  
5 it is generated, stored or maintained) or tangible things that qualify for protection  
6 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
7 Cause Statement.

8 D. Counsel: Outside Counsel of Record and House Counsel (as well as their  
9 support staff).

10 E. Designating Party: A Party or Non-Party that designates information or  
11 items that it produces in disclosures or in responses to discovery as  
12 “CONFIDENTIAL.”

13 F. Disclosure or Discovery Material: All items or information, regardless of  
14 the medium or manner in which it is generated, stored, or maintained (including,  
15 among other things, testimony, transcripts, and tangible things), that are produced  
16 or generated in disclosures or responses to discovery in this matter.

17 G. Expert: A person with specialized knowledge or experience in a matter  
18 pertinent to the litigation who has been retained by a Party or its counsel to serve  
19 as an expert witness or as a consultant in this Action.

20 H. House Counsel: Attorneys who are employees of a party to this Action.  
21 House Counsel does not include Outside Counsel of Record or any other outside  
22 counsel.

23 I. Non-Party: Any natural person, partnership, corporation, association, or  
24 other legal entity not named as a Party to this action.

25 J. Outside Counsel of Record: Attorneys who are not employees of a party  
26 to this Action but are retained to represent or advise a party to this Action and  
27 have appeared in this Action on behalf of that party or are affiliated with a law  
28 firm which has appeared on behalf of that party, and includes support staff.

1 K. Party: Any party to this Action, including all of its officers, directors,  
2 employees, consultants, retained experts, and Outside Counsel of Record (and  
3 their support staffs).

4 L. Producing Party: A Party or Non-Party that produces Disclosure or  
5 Discovery Material in this Action.

6 M. Professional Vendors: Persons or entities that provide litigation support  
7 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
8 demonstrations, and organizing, storing, or retrieving data in any form or  
9 medium) and their employees and subcontractors.

10 N. Protected Material: Any Disclosure or Discovery Material that is  
11 designated as “CONFIDENTIAL.”

12 O. Receiving Party: A Party that receives Disclosure or Discovery Material  
13 from a Producing Party.

14  
15 **IV. SCOPE**

16 A. The protections conferred by this Stipulation and Order cover not only  
17 Protected Material (as defined above), but also (1) any information copied or  
18 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
19 compilations of Protected Material; and (3) any testimony, conversations, or  
20 presentations by Parties or their Counsel that might reveal Protected Material.

21 B. Any use of Protected Material at trial shall be governed by the orders  
22 of the trial judge. This Order does not govern the use of Protected Material at  
23 trial.

24 **V. DURATION**

25 A. Even after final disposition of this litigation, the confidentiality obligations  
26 imposed by this Order shall remain in effect until a Designating Party agrees  
27 otherwise in writing or a court order otherwise directs. Final disposition shall be  
28

1 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
2 with or without prejudice; and (2) final judgment herein after the completion and  
3 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
4 including the time limits for filing any motions or applications for extension of  
5 time pursuant to applicable law.  
6

7  
8 **VI. DESIGNATING PROTECTED MATERIAL**

9 **A. Exercise of Restraint and Care in Designating Material for Protection**

10 1. Each Party or Non-Party that designates information or items for  
11 protection under this Order must take care to limit any such designation to  
12 specific material that qualifies under the appropriate standards. The  
13 Designating Party must designate for protection only those parts of  
14 material, documents, items, or oral or written communications that qualify  
15 so that other portions of the material, documents, items, or  
16 communications for which protection is not warranted are not swept  
17 unjustifiably within the ambit of this Order.  
18

19 2. Mass, indiscriminate, or routinized designations are prohibited.  
20 Designations that are shown to be clearly unjustified or that have been  
21 made for an improper purpose (e.g., to unnecessarily encumber the case  
22 development process or to impose unnecessary expenses and burdens on  
23 other parties) may expose the Designating Party to sanctions.  
24

25 3. If it comes to a Designating Party's attention that information or  
26  
27  
28

1 items that it designated for protection do not qualify for protection, that  
2 Designating Party must promptly notify all other Parties that it is  
3 withdrawing the inapplicable designation.  
4

5 B. Manner and Timing of Designations

6 1. Except as otherwise provided in this Order (*see, e.g.*, Section  
7 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or  
8 Discovery Material that qualifies for protection under this Order must be  
9 clearly so designated before the material is disclosed or produced.  
10

11 2. Designation in conformity with this Order requires the following:  
12

13 a. For information in documentary form (*e.g.*, paper or  
14 electronic documents, but excluding transcripts of depositions or  
15 other pretrial or trial proceedings), that the Producing Party affix at a  
16 minimum, the legend “CONFIDENTIAL” (hereinafter  
17 “CONFIDENTIAL legend”), to each page that contains protected  
18 material. If only a portion or portions of the material on a page  
19 qualifies for protection, the Producing Party also must clearly  
20 identify the protected portion(s) (*e.g.*, by making appropriate  
21 markings in the margins).

22 b. A Party or Non-Party that makes original documents  
23 available for inspection need not designate them for protection until  
24 after the inspecting Party has indicated which documents it would  
25 like copied and produced. During the inspection and before the  
26 designation, all of the material made available for inspection shall  
27  
28

1 be deemed “CONFIDENTIAL.” After the inspecting Party has  
2 identified the documents it wants copied and produced, the  
3 Producing Party must determine which documents, or portions  
4 thereof, qualify for protection under this Order. Then, before  
5 producing the specified documents, the Producing Party must affix  
6 the “CONFIDENTIAL legend” to each page that contains Protected  
7 Material. If only a portion or portions of the material on a page  
8 qualifies for protection, the Producing Party also must clearly  
9 identify the protected portion(s) (e.g., by making appropriate  
10 markings in the margins).

11  
12  
13  
14 c. For testimony given in depositions, that the Designating Party  
15 identify the Disclosure or Discovery Material on the record, before  
16 the close of the deposition all protected testimony.

17  
18 d. For information produced in form other than document and  
19 for any other tangible items, that the Producing Party affix in a  
20 prominent place on the exterior of the container or containers in  
21 which the information is stored the legend “CONFIDENTIAL.” If  
22 only a portion or portions of the information warrants protection, the  
23 Producing Party, to the extent practicable, shall identify the  
24 protected portion(s).

25  
26  
27  
28 C. Inadvertent Failure to Designate

1           1. If timely corrected, an inadvertent failure to designate qualified  
2 information or items does not, standing alone, waive the Designating  
3 Party's right to secure protection under this Order for such material. Upon  
4 timely correction of a designation, the Receiving Party must make  
5 reasonable efforts to assure that the material is treated in accordance with  
6 the provisions of this Order.  
7  
8

## 9 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

### 10 **A. Timing of Challenges**

11           1. Any party or Non-Party may challenge a designation of  
12 confidentiality at any time that is consistent with the Court's Scheduling  
13 Order.  
14

### 15 **B. Meet and Confer**

16           1. The Challenging Party shall initiate the dispute resolution process  
17 under Local Rule 37.1 et seq.  
18

19 **C.** The burden of persuasion in any such challenge proceeding shall be on the  
20 Designating Party. Frivolous challenges, and those made for an improper  
21 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
22 parties) may expose the Challenging Party to sanctions. Unless the Designating  
23 Party has waived or withdrawn the confidentiality designation, all parties shall  
24 continue to afford the material in question the level of protection to which it is  
25 entitled under the Producing Party's designation until the Court rules on the  
26  
27  
28



1 challenge.

2 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

3  
4 A. Basic Principles

5 1. A Receiving Party may use Protected Material that is disclosed or  
6 produced by another Party or by a Non-Party in connection with this  
7 Action only for prosecuting, defending, or attempting to settle this Action.  
8 Such Protected Material may be disclosed only to the categories of persons  
9 and under the conditions described in this Order. When the Action has  
10 been terminated, a Receiving Party must comply with the provisions of  
11 Section XIV below.

12  
13 2. Protected Material must be stored and maintained by a Receiving  
14 Party at a location and in a secure manner that ensures that access is limited  
15 to the persons authorized under this Order.

16  
17  
18 B. Disclosure of “CONFIDENTIAL” Information or Items

19 1. Unless otherwise ordered by the Court or permitted in writing by the  
20 Designating Party, a Receiving Party may disclose any information or item  
21 designated “CONFIDENTIAL” only to:

22  
23 a. The Receiving Party’s Outside Counsel of Record in this  
24 Action, as well as employees of said Outside Counsel of Record to  
25 whom it is reasonably necessary to disclose the information for this  
26 Action;  
27  
28

1           b. The officers, directors, and employees (including House  
2 Counsel) of the Receiving Party to whom disclosure is reasonably  
3 necessary for this Action;  
4

5           c. Experts (as defined in this Order) of the Receiving Party to  
6 whom disclosure is reasonably necessary for this Action and who  
7 have signed the “Acknowledgment and Agreement to Be Bound”  
8 (Exhibit A);  
9

10          d. The Court and its personnel;

11          e. Court reporters and their staff;

12          f. Professional jury or trial consultants, mock jurors, and  
13 Professional Vendors to whom disclosure is reasonably necessary or  
14 this Action and who have signed the “Acknowledgment and  
15 Agreement to be Bound” attached as Exhibit A hereto;  
16

17          g. The author or recipient of a document containing the  
18 information or a custodian or other person who otherwise possessed  
19 or knew the information;  
20

21          h. During their depositions, witnesses, and attorneys for  
22 witnesses, in the Action to whom disclosure is reasonably necessary  
23 provided: (i) the deposing party requests that the witness sign the  
24 “Acknowledgment and Agreement to Be Bound;” and (ii) they will  
25 not be permitted to keep any confidential information unless they  
26  
27  
28

1 sign the “Acknowledgment and Agreement to Be Bound,” unless  
2 otherwise agreed by the Designating Party or ordered by the Court.  
3 Pages of transcribed deposition testimony or exhibits to depositions  
4 that reveal Protected Material may be separately bound by the court  
5 reporter and may not be disclosed to anyone except as permitted  
6 under this Stipulated Protective Order; and  
7

8  
9 i. Any mediator or settlement officer, and their supporting  
10 personnel, mutually agreed upon by any of the parties engaged in  
11 settlement discussions.  
12

13 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**  
14 **IN OTHER LITIGATION**

15  
16 A. If a Party is served with a subpoena or a court order issued in other  
17 litigation that compels disclosure of any information or items designated in this  
18 Action as “CONFIDENTIAL,” that Party must:  
19

- 20 1. Promptly notify in writing the Designating Party. Such notification  
21 shall include a copy of the subpoena or court order;  
22  
23 2. Promptly notify in writing the party who caused the subpoena or  
24 order to issue in the other litigation that some or all of the material covered  
25 by the subpoena or order is subject to this Protective Order. Such  
26 notification shall include a copy of this Stipulated Protective Order; and  
27  
28 3. Cooperate with respect to all reasonable procedures sought to be

1           pursued by the Designating Party whose Protected Material may be  
2           affected.

3  
4       B.     If the Designating Party timely seeks a protective order, the Party served  
5       with the subpoena or court order shall not produce any information designated in  
6       this action as “CONFIDENTIAL” before a determination by the Court from  
7       which the subpoena or order issued, unless the Party has obtained the Designating  
8       Party’s permission. The Designating Party shall bear the burden and expense of  
9       seeking protection in that court of its confidential material and nothing in these  
10      provisions should be construed as authorizing or encouraging a Receiving Party  
11      in this Action to disobey a lawful directive from another court.  
12

13  
14   **X.    A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
15   **PRODUCED IN THIS LITIGATION**  
16

17       A.     The terms of this Order are applicable to information produced by a Non-  
18       Party in this Action and designated as “CONFIDENTIAL.” Such information  
19       produced by Non-Parties in connection with this litigation is protected by the  
20       remedies and relief provided by this Order. Nothing in these provisions should  
21       be construed as prohibiting a Non-Party from seeking additional protections.  
22

23  
24       B.     In the event that a Party is required, by a valid discovery request, to  
25       produce a Non-Party’s confidential information in its possession, and the Party  
26       is subject to an agreement with the Non-Party not to produce the Non-Party’s  
27       confidential information, then the Party shall:  
28

1           1.     Promptly notify in writing the Requesting Party and the Non-Party  
2           that some or all of the information requested is subject to a confidentiality  
3           agreement with a Non-Party;

4  
5           2.     Promptly provide the Non-Party with a copy of the Stipulated  
6           Protective Order in this Action, the relevant discovery request(s), and a  
7           reasonably specific description of the information requested; and

8  
9           3.     Make the information requested available for inspection by the Non-  
10          Party, if requested.

11  
12          C.     If the Non-Party fails to seek a protective order from this court within 14  
13          days of receiving the notice and accompanying information, the Receiving Party  
14          may produce the Non-Party's confidential information responsive to the  
15          discovery request. If the Non-Party timely seeks a protective order, the Receiving  
16          Party shall not produce any information in its possession or control that is subject  
17          to the confidentiality agreement with the Non-Party before a determination by  
18          the court. Absent a court order to the contrary, the Non-Party shall bear the  
19          burden and expense of seeking protection in this court of its Protected Material.  
20  
21

22       **XI.   UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

23  
24          A.     If a Receiving Party learns that, by inadvertence or otherwise, it has  
25          disclosed Protected Material to any person or in any circumstance not authorized  
26          under this Stipulated Protective Order, the Receiving Party must immediately (1)  
27          notify in writing the Designating Party of the unauthorized disclosures, (2) use  
28

1 its best efforts to retrieve all unauthorized copies of the Protected Material, (3)  
2 inform the person or persons to whom unauthorized disclosures were made of all  
3 the terms of this Order, and (4) request such person or persons to execute the  
4 “Acknowledgment and Agreement to be Bound” that is attached hereto as Exhibit  
5 A.  
6

7  
8 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
9 **PROTECTED MATERIAL**

10 A. When a Producing Party gives notice to Receiving Parties that certain  
11 inadvertently produced material is subject to a claim of privilege or other  
12 protection, the obligations of the Receiving Parties are those set forth in Federal  
13 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
14 whatever procedure may be established in an e-discovery order that provides for  
15 production without prior privilege review. Pursuant to Federal Rule of Evidence  
16 502(d) and (e), insofar as the parties reach an agreement on the effect of  
17 disclosure of a communication or information covered by the attorney-client  
18 privilege or work product protection, the parties may incorporate their agreement  
19 in the Stipulated Protective Order submitted to the Court.  
20  
21  
22  
23

24 **XIII. MISCELLANEOUS**

25 A. Right to Further Relief

26 1. Nothing in this Order abridges the right of any person to seek its  
27 modification by the Court in the future.  
28

1           B.     Right to Assert Other Objections

2           1.     By stipulating to the entry of this Protective Order, no Party waives  
3           any right it otherwise would have to object to disclosing or producing any  
4           information or item on any ground not addressed in this Stipulated  
5           Protective Order. Similarly, no Party waives any right to object on any  
6           ground to use in evidence of any of the material covered by this Protective  
7           Order.  
8           Order.

9  
10          C.     Filing Protected Material

11          1.     A Party that seeks to file under seal any Protected Material must  
12          comply with Civil Local Rule 79-5. Protected Material may only be filed  
13          under seal pursuant to a court order authorizing the sealing of the specific  
14          Protected Material at issue. If a Party's request to file Protected Material  
15          under seal is denied by the Court, then the Receiving Party may file the  
16          information in the public record unless otherwise instructed by the Court.  
17  
18  
19

20       **XIV. FINAL DISPOSITION**

21          A.     After the final disposition of this Action, as defined in Section V, within  
22          sixty (60) days of a written request by the Designating Party, each Receiving  
23          Party must return all Protected Material to the Producing Party or destroy such  
24          material. As used in this subdivision, "all Protected Material" includes all copies,  
25          abstracts, compilations, summaries, and any other format reproducing or  
26          capturing any of the Protected Material. Whether the Protected Material is  
27  
28

1 returned or destroyed, the Receiving Party must submit a written certification to  
 2 the Producing Party (and, if not the same person or entity, to the Designating  
 3 Party) by the 60 day deadline that (1) identifies (by category, where appropriate)  
 4 all the Protected Material that was returned or destroyed and (2) affirms that the  
 5 Receiving Party has not retained any copies, abstracts, compilations, summaries  
 6 or any other format reproducing or capturing any of the Protected Material.  
 7 Notwithstanding this provision, Counsel are entitled to retain an archival copy of  
 8 all pleadings, motion papers, trial, deposition, and hearing transcripts, legal  
 9 memoranda, correspondence, deposition and trial exhibits, expert reports,  
 10 attorney work product, and consultant and expert work product, even if such  
 11 materials contain Protected Material. Any such archival copies that contain or  
 12 constitute Protected Material remain subject to this Protective Order as set forth  
 13 in Section V.

14 B. Any violation of this Order may be punished by any and all appropriate  
 15 measures including, without limitation, contempt proceedings and/or monetary  
 16 sanctions.

17 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

18 Dated: December 27, 2023

19 /s/ Ameena Mirza Oazi

20 AMEENA MIRZA OAZI  
 21 PEACE AND JUSTICE LAW CENTER  
 22 Attorneys for Plaintiffs VERONICA  
 23 GONZALEZ AND JUAN LUIS DURAN  
 24



1  
2 Dated: December 27, 2023

/s/ Meredith D. Stewart

3 CAROLINE A. BYRNE  
4 MEREDITH D. STEWART  
5 WOODRUFF & SMART, APC  
6 Attorneys for Defendant CITY OF  
7 TUSTIN, a public entity

8 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

9  
10 Dated: 12/28/2023

/s/ Autumn D. Spaeth

11 HONORABLE AUTUMN D. SPAETH  
12 United States Magistrate Judge

WOODRUFF & SMART  
ATTORNEYS AT LAW  
COSTA MESA

**EXHIBIT A**  
**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in  
 its entirety and understand the Stipulated Protective Order that was issued by the United  
 States District Court for the Central District of California on \_\_\_\_\_, 202\_ in the  
 case of *Veronica Gonzalez et al. v. City of Tustin et. al.*, Case No. 8:23-cv-01274FWS(ADSX).  
 I agree to comply with and to be bound by all the terms of this Stipulated Protective Order  
 and I understand and acknowledge that failure to so comply could expose me to sanctions  
 and punishment in the nature of contempt. I solemnly promise that I will not disclose in any  
 manner any information or item that is subject to this Stipulated Protective Order to any  
 person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the  
 Central District of California for the purpose of enforcing the terms of this Stipulated  
 Protective Order, even if such enforcement proceedings occur after termination of this action.  
 I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_  
 \_\_\_\_\_ [print or type full address and telephone number] as my California  
 agent for service of process in connection with this action or any proceedings related to  
 enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**PROOF OF SERVICE****STATE OF CALIFORNIA, COUNTY OF ORANGE**

I am over the age of 18 and not a party to the within action; I am employed by WOODRUFF & SMART in the County of Orange at 555 Anton Boulevard, Suite 1200, Costa Mesa, CA 92626-7670.

On December 27, 2023, I served the foregoing document(s) described as **DISCOVERY MATTER [PROPOSED] STIPULATED PROTECTIVE ORDER**

- ☐ by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list;
- ☐ **(BY MAIL)** I placed said envelope(s) for collection and mailing, following ordinary business practices, at the business offices of WOODRUFF & SMART, and addressed as shown on the attached service list, for deposit in the United States Postal Service. I am readily familiar with the practice of WOODRUFF & SMART for collection and processing correspondence for mailing with the United States Postal Service, and said envelope(s) will be deposited with the United States Postal Service on said date in the ordinary course of business.
- ☒ **(BY ELECTRONIC SERVICE)** I caused the above-referenced document to be transmitted to the interested parties via electronic mail as stated on the attached service list.
- ☐ **(BY OVERNIGHT DELIVERY)** I placed said documents in envelope(s) for collection following ordinary business practices, at the business offices of WOODRUFF & SMART, and addressed as shown on the attached service list, for collection and delivery to a courier authorized by \_\_\_\_\_ to receive said documents, with delivery fees provided for. I am readily familiar with the practices of WOODRUFF & SMART for collection and processing of documents for overnight delivery, and said envelope(s) will be deposited for receipt by \_\_\_\_\_ on said date in the ordinary course of business.
- ☐ **(BY FACSIMILE)** I caused the above-referenced document to be transmitted to the interested parties via facsimile transmission to the fax number(s) as stated on the attached service list.
- ☐ **(BY PERSONAL SERVICE)** I delivered such envelope(s) by hand to the offices of the addressee(s).
- ☒ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
- ☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made. I declare under penalty of perjury that the above is true and correct.

Executed on December 27, 2023, at Costa Mesa, California.

  
 \_\_\_\_\_  
 Rae Costa

**VERONICA GONZALEZ and JUAN LUIS DURAN**  
**v.**  
**CITY OF TUSTIN, et al.**

**OCSC, CENTRAL JUSTICE CENTER**  
**CASE NO. 30-2023-01325777**

**ASSIGNED FOR ALL PURPOSES TO:**  
**HONORABLE KIMBERLY A. KNILL**  
**DEPARTMENT C17**

**SERVICE LIST**

Ameena Mirza Qazi, Esq.  
PEACE AND JUSTICE LAW CENTER  
2501 E. Chapman Ave., Suite 245  
Fullerton, CA 92833  
T: (657) 207-2397  
Email: ameena@pjlawcenter.org

Attorneys for Plaintiffs  
**VERONICA GONZALEZ AND JUAN**  
**LUIS DURAN**

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ATTORNEYS AT LAW  
COSTA MESA